

**OFFER OF EMPLOYMENT**

We are pleased to confirm the terms of your position with MANHATTAN RIVER GROUP, LLC D/B/A LA MARINA (the "**Company**") on the following terms.

- 1) You are being offered the position of [SERVER / BARTENDER / BUSSEY / BAR BACK / INTERN / COCKTAIL SERVER / OTHER]. (Circle one; if "Other", please describe position here: Bottle Server.)
- 2) You will work at our restaurant and lounge located at 348 Dyckman Street, New York, NY 10034. The Company may change your position, schedule and duties from time-to-time in its discretion.
- 3) You will be expected to comply with the Company's personnel policies and procedures as they may be adopted, revised or deleted from time to time in the Company's sole discretion
- 4) Your employment with the Company will be "at will" which means that either you or the Company may terminate your employment at any time for any reason, with or without cause. Your employment at-will status can only be modified in a written agreement signed by you and by an officer of the Company.
- 5) In addition to being at will, you acknowledge that your employment with La Marina is **temporary and seasonal**, as such terms are defined in the Patient Protection and Affordable Care Act, and does not entitle you to permanent employment. You understand that you are not eligible to participate in any health insurance programs, retirement programs, or other fringe benefit programs available to non-temporary employees (unless otherwise required by law), and in the event you are allowed participation in any benefit or program, then your continued participation may be voluntarily withdrawn or terminated by La Marina at any time.
- 6) You understand and acknowledge that your employment by the Company creates a relationship of **confidence and trust** with respect to the Company's confidential information. At all times during your employment and thereafter, you will hold in strictest confidence and will not disclose, use or publish any of the Company's confidential information unless an officer of the Company expressly authorizes such in writing. You must obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to your work at the Company and/or incorporates any confidential information.

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Confidential information includes any and all confidential and/or proprietary knowledge, data or information of the Company, whether having existed, now existing, or to be developed during your employment.

- 7) You hereby authorize the Company to use, reuse, and grant others the right to use and reuse **your name and likeness**, voice and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video, and digital, and other tangible and electronic media) for any purpose reasonably related to the Company's business.
- 8) As a further condition of employment, you agree (a) to waive the right to a jury trial and (b) that all disputes between you and the Company shall be resolved by **binding arbitration**, subject to the terms and conditions set forth in the Mutual Agreement to Arbitrate attached hereto.

This letter, along with the attached Mutual Agreement to Arbitrate, is the complete and exclusive statement of the terms of your employment with the Company and supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms require a written modification signed by an officer of the Company. This offer is contingent on your satisfying the eligibility requirements for employment in the United States.

We look forward to an enjoyable and productive work relationship.

Sincerely,

LA MARINA

ACCEPTED AND AGREED BY EMPLOYEE:

Signature: _____

Name: Connie Rodriguez

Date: 4/21/16

